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**IN THE UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF TEXAS  
SHERMAN DIVISION**

**IN RE:**

**Leroy Williams**

xxx-xx-4909  
1630 Gladewater Dr.  
Allen, TX 75013-5354

**Debtor**

**Case No.: 22-40352-R**

**Chapter 13**

**OBJECTION OF PATRICK SPENCER CHIU  
TO CONFIRMATION OF DEBTOR'S CHAPTER 13 PLAN**

TO THE HONORABLE UNITED STATES BANKRUPTCY COURT:

COMES NOW Patrick Spencer Chiu, creditor and Movant herein (hereinafter "Movant"), and objects to the confirmation of the Chapter 13 Plan proposed by the Debtor. In support of its objection, Movant would respectfully show the Court as follows:

I.

Debtor filed a voluntary Chapter 13 bankruptcy petition in this Court on March 21, 2022 (the "Petition Date").

II.

Movant is a creditor of the Debtor by virtue of a Texas Standard Residential Lease (the "Lease") executed by the Debtor on or about April 26, 2021, by which the Debtor undertook to lease the residential real property located at 1630 Gladewater Drive, Allen, TX 75013 (the "Property") from Movant. Per the terms of the Lease, the Debtor is obligated to remit monthly lease payments of \$6,000.00 each to Movant, with the first such payment having become due on June 1, 2021 and the last such payment being due on or before May 31, 2024. Upon information and belief, the Debtor currently occupies the Property and utilizes it as his residence.

III.

Movant has defaulted on his obligations under the Lease. The Debtor's monetary defaults have occurred both pre and post-petition. As of the Petition Date, Movant was owed

unpaid contractual rent charges and contractual late fees totaling \$15,600.00. As of the date of the filing of this objection, Movant is owed at least \$1,138.00 in post-petition contractual payments, late fees, and associated costs.

IV.

Debtor's proposed Chapter 13 plan of reorganization, filed herein on or about April 20, 2022 [Docket #14] (the "Plan"), calls for the assumption of the Lease, but provides almost no information regarding the cure of arrearages. Premises considered, the Plan is not confirmable as it violates the following provisions of the Bankruptcy Code:

**A. 11 U.S.C. §1325(a)(1)**

The Plan fails to comply with the provisions of Chapter 13 and all other applicable provisions of the Bankruptcy Code. Specifically, the Plan fails to comply with the provision of 11 U.S.C. §§ 365(b)(1), 1325(a)(3), 1325(a)(6), and 1325(a)(7), and is therefore not confirmable.

**B. 11 U.S.C. §§ 365(b)(1)**

Given the Debtor's pre-petition monetary default, the Plan may not provide for the assumption of the Lease without also either a) providing for the cure of such default, or (b) providing adequate assurance of the prompt cure of such default in accordance with the provisions of 11 U.S.C. § 365(b)(1). As noted above, the Plan provides no specifics regarding arrearage cure and this fails to comply with the provisions of § 365(b)(1).

**C. 11 U.S.C. §1325(a)(3)**

The Plan fails to specifically address how the Debtor plans to cure, or provide adequate assurance of a prompt cure, of pre and post-petition payments which the Debtor has failed to remit to Movant under the Lease and has therefore not been filed in good faith.

**D. 11 U.S.C. §1325(a)(6)**

The Plan, as proposed, fails to comply with the provisions of 11 U.S.C. §1325(a)(6). The Plan is not feasible because, as noted above, it fails to address Movant's arrearage claim in connection with the proposed assumption of the Lease Agreement. Additionally, as the Debtor has failed to comply with the provisions of Local Rule of Bankruptcy Procedure 2015(a), he has failed to demonstrate that he will be able to make all payments under the Plan as proposed. Debtor has likewise failed to demonstrate the feasibility of curing pre and post-petition arrearages owed to Movant under the Lease.

**E. 11 U.S.C. §1325(a)(7)**

Given the Debtor's failure to acknowledge and comply with his obligations to Movant under section 365(b)(1) of the Bankruptcy Code, the Debtor's act in filing his bankruptcy petition was not in good faith. Movant does not accept the Plan as currently proposed as the Plan fails to provide for the cure of pre and post-petition contractual lease arrearages, or adequate assurance of same.

WHEREFORE, PREMISES CONSIDERED, Movant asks the Court to enter an order denying confirmation of the Debtor's Chapter 13 plan, as currently proposed. Movant further prays for any other relief, general or special, at law or in equity, to which he may be justly entitled.

Respectfully submitted,

Dated: May 13, 2022

/s/ Michael S. Mitchell

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Counsel for Movant

#### **CERTIFICATE OF SERVICE**

The undersigned counsel hereby certifies that true and correct copies of the foregoing pleading and all attachments were served upon all parties listed below in accordance with applicable rules of bankruptcy procedure on this 13<sup>th</sup> day of May, 2022. Where possible, service was made electronically via the Court's ECF noticing system. Where such electronic service was not possible, service was made via regular first class mail.

#### **DEBTOR**

Leroy Williams  
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#### **COUNSEL FOR THE DEBTOR**

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#### **TRUSTEES**

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**ADDITIONAL PARTIES IN INTEREST AND/OR PARTIES REQUESTING NOTICE**

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*/s/ Michael S. Mitchell*

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